

**INTERGOVERNMENTAL AGREEMENT
REGARDING
DOMESTIC CANNABIS ERADICATION/SUPPRESSION PROGRAM**

This Intergovernmental Agreement ("IGA") is entered into between the State of Arizona through its Department of Public Safety, hereinafter referred to as "DPS" and the Coila County Sheriff, hereinafter referred to as the "Agency."

There is evidence that trafficking in controlled substances exists, and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the State of Arizona. The parties hereto agree that it is to their mutual benefit to cooperate in locating and eradicating illicit cannabis plants and in the investigation and prosecution of those cases before the courts of the United States (U.S.) and the courts of the State of Arizona. The Drug Enforcement Administration (DEA) pursuant to the authority of 21 U.S.C. § 873, has provided funds to DPS to be administered to the Agency and the Agency is desirous of securing funds.

DPS is authorized and empowered to enter into this IGA pursuant to A.R.S. §41-1713(B)(3). Both parties are authorized and empowered to enter into this IGA pursuant to A.R.S. §11-952. The Agency is authorized and empowered pursuant to A.R.S. 11-951.

Now, in consideration of the mutual promises set forth herein, the parties to this Agreement hereby agree to the following terms and conditions:

I. PARTICIPATION

The Agency will, with its own law enforcement personnel and employees, taskforce personnel, or other personnel working with the agency pursuant to a mutual aid agreement, as hereinafter specified, perform the activities and duties described below:

- a. Gather and report intelligence data relating to the illicit cultivation, possession, and distribution of cannabis.
- b. Investigate and report instances involving the trafficking in controlled substances.
- c. Provide law enforcement personnel for the eradication of illicit cannabis located within the State of Arizona.
- d. Make arrests and refer to the appropriate prosecutorial authority cases for prosecution under controlled substances laws and other criminal laws.
- e. Send required samples of eradicated cannabis to the National Institute on Drug Abuse (NIDA) Potency Monitoring Project.
- f. **MANDATORY requirement to utilize the Web-based DEA internet Capability Endeavor (DICE) or if applicable the Firebird based DEA Analysis/Response Tracking System (DARTS) to report all statistics and seizures per incident, to include the submission of significant items for de-**

confliction and information sharing purposes. Entries are to be made within 48 hours of the conclusion of the operation. Hardcopies of the documentation shall be provided to DPS by the 15th of each month following the respective monthly reporting period and should be submitted with any corresponding reimbursement paperwork.

g. Submit monthly expenditure reports to **DPS** utilizing provided documents.

It is understood and agreed by the parties to this Agreement that the activities described in Subparagraphs a, b, c, d, e, f, and g above shall be accomplished with existing personnel, and that the scope of the **Agency's** program with respect to those activities by such personnel shall be sole at the **Agency's** discretion.

II. REIMBURSEMENT

The **Agency** agrees to use funds provided primarily for payment of deputies'/officers' overtime while those deputies and officers are directly engaged in the cannabis eradication process, and for per diem and other direct costs related to the actual conduct of cannabis eradication. Examples of such costs includes rental of aircraft, fuel for aircraft, and minor repairs and maintenance necessitated by use to support cannabis eradication and as outlined under Category Descriptions in Agreement 2012-03 between DEA and DPS. These Federal funds are not intended primarily for the purchase of equipment or supplies. When DCE/SP funds are used to purchase supplies and equipment, those items must be directly related to the program activities. All purchases of equipment and supplies must have prior written approval from **DPS**. All requests to purchase equipment or supplies must be received by **DPS** by October 1, 2012. [Agency Initial gjr]

Per the Department of Justice (DOJ), none of the funds allocated may be used to purchase promotional items, gifts, mementos, tokens of appreciation, or other similar items. These will include items justified as training aids if they are embossed, engraved or printed with the agency or program logos. Additionally, the use of the DCE/SP funds for Demand Reduction expenses is not authorized.

The **DPS** agrees to reimburse the **Agency** for officers' overtime accrued while participating in marijuana eradication efforts. *(per DOJ policy, the annual maximum overtime reimbursement rate is based on the current year General Pay Scale / rest of the United States and cannot exceed 25% of a GS-12, Step 1; the funds shall only be used to pay the normal overtime rate, i.e. time and a half. The overtime reimbursement rate "shall not include any cost for benefits, such as retirement, FICA, or other expenses", which is specifically prohibited by DOJ).* In order to qualify for reimbursement, an officer must be in overtime status during the time of joint enforcement efforts as defined by **Agency** policy. It is the responsibility of the **Agency** to ensure that all claims are true and accurate and that each officer was, in fact, in overtime status. All records regarding overtime claims, including officer time and accounting logs, must be retained in compliance with A.R.S. § 35-214 (Inspection and Audit of Contract Provisions). Such claims shall be submitted to **DPS** by the 15th of each month following the respective

monthly reporting period. Monthly reporting periods begin on the first of each month and conclude on the last day of that month.

DPS shall reimburse the Agency for their contributions to the joint enforcement efforts. No claim shall be paid unless it is in full compliance with this Agreement and until all proper documentation has been received by DPS by the required reporting deadline.

Federal authorities require a report to account for all funded activities, including types of enforcement, the total number of officers involved, the total number of officers paid under this agreement and the nature of their activities while participating in marijuana eradication efforts. The DPS will be responsible for collecting this information and compiling all reports.

III. IMMIGRATION

Pursuant to the Governor's Executive Order 2005-30, the parties agree to comply with all applicable federal immigration laws and regulations.

IV. NONDISCRIMINATION

All parties agree to comply with the non-discrimination provisions of the Governor's Executive Order 2009-09.

V. SUDAN AND IRAN – Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, both of the parties hereby warrant, and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

VI. E-VERIFY – Both parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it shall notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

VII. INDEMNIFICATION

Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage,

but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, agents, employees, or volunteers.

VIII. RECORDKEEPING

All records regarding the IGA, including officer's time accounting logs, must be retained for five (5) years in compliance with A.R.S. §35-214, Inspection and Audit of Contract Provisions.

IX. FEES

In no event shall either party charge the other for any administrative fees for any work performed pursuant to the IGA.

X. JURISDICTION

The **Agency** agrees to permit its officer(s) to work outside of their regular jurisdictional boundaries.

XI. ARBITRATION

In the event of a dispute under this IGA, the parties agree to use arbitration to the extent required under A.R.S. §§ 12-1518 and 12-133.

XII. WORKER'S COMPENSATION BENEFITS

Pursuant to A.R.S. §23-1022(D), for the purposes of Worker's Compensation coverage, the **Agency** officer(s) covered by the IGA shall be deemed to be an employee of both agencies. The **Agency**, as the primary employer, shall be solely liable for payment of Worker's Compensation Benefits and the processing of any potential claims occurring during the officer's assignment.

XIII. LIMITATIONS

This Agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals. Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.

XIV. EFFECTIVE DATE/DURATION

This Agreement shall become effective upon the date the last signature is obtained, and shall expire on December 31, 2012. **DPS** agrees to reimburse the **Agency**, in accordance with the terms set forth in Paragraph II, from the effective date through December 31, 2012. This agreement is automatically renewable yearly for up to five years.

XV. AVAILABILITY OF FUNDS

Every payment obligation of **DPS** under this agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the agreement, the agreement may be terminated by **DPS** at the end of the period for which funds are available. No liability shall accrue to **DPS** in the event this provision is exercised, and **DPS** shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

XVI. CANCELLATION

All parties are hereby put on notice that this IGA is subject to cancellation by the Governor for conflicts of interest pursuant to A.R.S. §38-511.

XVII. TERMINATION

Either party may terminate the IGA for convenience or cause upon thirty (30) days written notice to the other party. Upon termination, **DPS** shall pay all outstanding amounts up through the time upon which the termination becomes effective.

Any notice required to be given under the IGA will be provided by mail to:

DPS:

Colonel Robert C. Halliday, Director
Arizona Department of Public Safety
P. O. Box 6638, Mail Drop 1340
Phoenix, Arizona 85005-6638

Agency Contact:

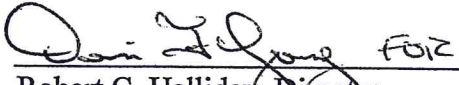
Sheriff John R. Armer
Gila County Sheriff's Office
PO Box 311
Globe, AZ 85502

XVIII. VALIDITY

This document contains the entire agreement between the parties and may not be modified, amended, altered or extended except through a written amendment signed by both parties. If any portion of this agreement is held to be invalid, the remaining provisions shall not be affected.


The parties hereto have caused this IGA to be executed by the proper officers and officials.

STATE OF ARIZONA

BY: 
Robert C. Halliday, Director
Arizona Department of Public Safety

DATE: 6/14/12

APPROVED AS TO FORM:


Assistant Attorney General

DATE: 6/14/12

"AGENCY"

BY: 
Sheriff John R. Armer

DATE: 6-21-12

ATTEST:

APPROVED AS TO FORM:

Bryan Chambers, Deputy County Attorney

DATE: _____

Tommie C. Martin, Board of Supervisors

DATE: _____



TOM HORNE
ATTORNEY GENERAL

OFFICE OF THE ATTORNEY GENERAL
CIVIL DIVISION / TRANSPORTATION SECTION

Brian D. Schneider
Assistant Attorney General
Direct No.: 602-542-8863

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. P001-2012-001854 (**DPS 2012-127**), an Agreement between public agencies, i.e., Arizona Department of Public Safety and the Gila County Sheriff, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATE _____, 2012.

TOM HORNE
Attorney General

BRIAN D. SCHNEIDER
Assistant Attorney General

BDS:ln:2725937
Attachment



U.S. Department of Justice
Office of Justice Programs
Office of the Comptroller

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

I. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510--

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connec-

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620--

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant,



ASSURANCES

The Applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-87, A-110, A-122, A-133; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements - 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information may be required.
2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally - assisted programs.
3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.
5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to the right to examine all records, books, papers, or documents related to the grant.
7. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569 a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
11. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
13. It will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
14. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

Signature

John R. Armer
 Sheriff John R. Armer

6-21-12
 Date

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ___ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ___ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620--

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

**Board of Supervisors
Gila County Sheriff's Office
1100 South Street Globe, AZ 85501**

2. Application Number and/or Project Name

**DPS Contract # 2012-116
IGA - Domestic Cannabis Eradication/Suppression Program**

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

John R. Armer, Sheriff

5. Signature

John R. Armer

6. Date

6-21-12



U. S. Department of Justice
Drug Enforcement Administration

DPS CONTRACT NO. 2012-116

Agreement Number 2012-03

This Letter of Agreement (LOA) is entered into between the **ARIZONA DEPARTMENT OF PUBLIC SAFETY**, hereinafter referred to as (**THE AGENCY**), and the DRUG ENFORCEMENT ADMINISTRATION (DEA) OF THE UNITED STATES DEPARTMENT OF JUSTICE (DOJ), hereinafter referred to as DEA, in reference to the following:


There is evidence that trafficking in controlled substances exists, and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the *State of Arizona*. The parties hereto agree that it is to their mutual benefit to cooperate in locating and eradicating illicit cannabis plants and in the investigation and prosecution of those cases before the courts of the United States (U.S.) and the courts of the *State of Arizona*. DEA, pursuant to the authority of 21 U.S.C. § 873, proposes to provide certain necessary funds and **THE AGENCY** is desirous of securing funds.

NOW, therefore, in consideration of the mutual covenants hereinafter contained, the parties hereto have agreed as follows:

1. **THE AGENCY** will, with its own law enforcement personnel and employees, as hereinafter specified, perform the activities and duties described below:
 - a. Gather and report intelligence data relating to the illicit cultivation, possession, and distribution of cannabis.
 - b. Investigate and report instances involving the trafficking in controlled substances.
 - c. Provide law enforcement personnel for the eradication of illicit cannabis located within the *State of Arizona*.
 - d. Make arrests and refer to the appropriate prosecutorial authority cases for prosecution under controlled substances laws and other criminal laws.
 - e. Send required samples of eradicated cannabis to the National Institute on Drug Abuse (NIDA) Potency Monitoring Project.
 - f. **MANDATORY requirement to utilize the Web-based DEA internet Capability Endeavor (DICE) or if applicable the Firebird based DEA Analysis/Response Tracking System (DARTS) to report all statistics and seizures per incident, to include the submission of significant items for de-confliction and information sharing purposes.**
 - g. Submit to DEA quarterly expenditure reports.
2. It is understood and agreed by the parties to this Agreement that the activities described in Sub-paragraphs a, b, c, d, e, f, and g above shall be accomplished with existing personnel, and that the scope of **THE AGENCY's** program with respect to those activities by such personnel shall be solely at **THE AGENCY's** discretion, subject to appropriate limitations contained in the budget adopted by

THE AGENCY.

3. DEA will pay to **THE AGENCY** Federal funds in the amount of **ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00)** for the period of JANUARY 1, 2012, to DECEMBER 31, 2012, to defray costs relating to the eradication and suppression of illicit cannabis. These Federal funds shall only be used for the eradication of illicit cannabis as provided in this agreement. **THE AGENCY** explicitly understands and agrees that Federal funds provided to **THE AGENCY** under this Agreement may not be used to defray costs relating to herbicidal eradication of cannabis without the advance written consent of DEA. These Federal funds shall not be used to fund any state, county or local program that authorizes cultivating marijuana in support of that program. While using the Federal funds provided to **THE AGENCY** under this Agreement for activities on Federal land, **THE AGENCY** agrees to notify the appropriate local office of the U.S. Department of Agriculture, (Forest Service) and the U.S. Department of the Interior (Bureau of Land Management, National Park Service, Fish and Wildlife Service, Bureau of Indian Affairs, and/or Bureau of Reclamation) of **THE AGENCY's** presence on Federal land.

4. The Federal funds provided to **THE AGENCY** are primarily intended for payment of deputies'/officers' overtime while those deputies and officers are directly engaged in the cannabis eradication process, (per DOJ policy, the annual maximum overtime reimbursement rate is based on the current year General Pay Scale / rest of the United States and cannot exceed 25% of a GS-12, Step 1; the funds shall only be used to pay the normal overtime rate, i.e. time and a half. The overtime reimbursement rate "shall not include any cost for benefits, such as retirement, FICA, or other expenses", which is specifically prohibited by DOJ) and for per diem and other direct costs related to the actual conduct of cannabis eradication, examples of such costs includes rental of aircraft, fuel for aircraft, and minor repairs and maintenance necessitated by use to support cannabis eradication. These Federal funds are not intended primarily for the purchase of equipment, supplies. When DCE/SP funds are used to purchase supplies and equipment, those items must be directly related to the program activities. [Agency Initial ]

All purchases of equipment and supplies must have approval from DEA. Procurement of these items is subject to the following approval authority: LOA expenditures up to \$2,500 will be approved at DEA Division level. When expenditures exceed \$2,500, prior to the purchase being made, the LOA must request authorization in writing, *through* the respective DEA Division, to **OMS**. Requests must include manufacturer specifications and pricing of the item (including tax, if applicable) to be purchased. OMS will notify the state/local agency whether or not the purchase has been approved. Unless specifically approved in advance, expenditures for equipment should not exceed 10% of the total Federal funds awarded. Though equipment/supplies may be specifically itemized in the Operation Plan, **they are not automatically approved for purchase**. All requests for purchases must be received in HQ/OMS by October 15th. Exemptions to any of these requirements must have prior HQ/OMS approval.

Per the DOJ, none of the funds allocated to you may be used to purchase promotional items, gifts, mementos, tokens of appreciation, or other similar items. These will include items justified as training aids if they are embossed, engraved or printed with the agency or program logos. Additionally, the use of DCE/SP funds for Demand Reduction expenses is no longer authorized.

5. In compliance with Section 623 of Public Law 102-141, **THE AGENCY** agrees that no amount

AGENCY understands that failure to furnish an acceptable audit as determined by the cognizant Federal agency may be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting **THE AGENCY** to payment by reimbursement on a cash basis.

11. **THE AGENCY** shall maintain complete and accurate reports, records, and accounts of all obligations and expenditures of DEA funds under this Agreement in accordance with generally accepted government accounting principles and in accordance with state laws and procedures for expending and accounting for its own funds. **THE AGENCY** shall further maintain its records of all obligations and expenditures of DEA funds under this Agreement in accordance with all instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

12. **THE AGENCY** shall permit and have available for examination and auditing by DEA, the U.S. Department of Justice Office of Inspector General, the Government Accountability Office, and any of their duly authorized agents and representatives, any and all investigative reports, records, documents, accounts, invoices, receipts, and expenditures relating to this Agreement. In addition, **THE AGENCY** will maintain all such foregoing reports and records for three years after termination of this Agreement or until after all audits and examinations are completed and resolved, whichever is longer.

13. **THE AGENCY** agrees that an authorized officer or employee will execute and return to the DEA Regional Contractor, the Letter of Agreement (LOA); Request for Advance or Reimbursement (SF-270); Electronic Funds Transfer Memorandum; Certifications Regarding Lobbying; Debarment, Suspension, & Other Responsibility Matters; Drug Free Workplace Requirements (OJP Form 406 1/6); and the Assurances (OJP Form 4000/3). **THE AGENCY** acknowledges that this Agreement will not take effect and that no Federal funds will be awarded by DEA until DEA receives the completed LOA package.

14. Employees of **THE AGENCY** shall at no time be considered employees of the U.S. Government or DEA for any purpose, nor will this Agreement establish an agency relationship between **THE AGENCY** and DEA.

15. **THE AGENCY** shall be responsible for the acts or omissions of **THE AGENCY's** personnel. **THE AGENCY** and **THE AGENCY's** employees shall not be considered as the agent of any other participating entity. Nothing herein is intended to waive or limit sovereign immunity under other federal or state statutory or constitutional authority. This Agreement creates no liability on the part of the DEA, its agents or employees, or the U.S. Government for any claims, demands, suits, liabilities, or causes of action of whatever kind and designation, and wherever located in the State of Arizona resulting from the DCE/SP funded by DEA.

16. **THE AGENCY** shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the U.S. Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.

17. Within thirty (30) days after termination of the Agreement, **THE AGENCY** will prepare a October thru December (FINAL) Accounting Form and a Financial Status Report SF-425, itemizing the breakdown of final expenditures. The October thru December (FINAL) Accounting Form and

the SF-425, along with a refund check, payable to DEA for any unexpended funds which were advanced by DEA pursuant to this Agreement, will be returned to the DEA Regional Contractor by January 31st.

18. Upon submission of the October – December (FINAL) Accounting Form and Financial Status Report SF- 425 to your regional contractor for the preceding year, a copy of the general ledger and the underlying supporting documentation reflecting the expenditures for equipment in excess of \$2,500, that was previously approved by OMS, and the expenses associated with the rental or leasing of vehicles or aircraft must be attached.

19. The duration of this Agreement shall be as specified in Paragraph 3. This Agreement may be terminated by either party for good cause shown after 30 day written notice to the other party. All obligations that are outstanding on the above prescribed termination date or on the date of any thirty (30) day notice of termination shall be liquidated by **THE AGENCY** within sixty (60) days thereof, in which event DEA will only be liable for obligations incurred by **THE AGENCY** during the terms of this Agreement. In no event shall **THE AGENCY** incur any new obligations during the period of notice of termination. **THE AGENCY** shall return to DEA all unexpended funds forthwith after the sixty (60) day liquidation period.

20. **THE AGENCY** must be registered in the Central Contractor Registration (CCR) to receive payment of Federal funds. There are two steps to registering in CCR. First, **THE AGENCY** must have a Data Universal Numbering System (DUNS) number. [A "+4 extension" to a DUNS number (DUNS+4) is required when there is a need for more than one bank/electronic funds transfer account for a location.] A DUNS number may be obtained via the internet (<http://fedgov.dnb.com/webform>) or by phone (U.S. and U.S. Virgin Islands: 1-866-705-5711; Alaska and Puerto Rico: 1-800-234-3867). Second, **THE AGENCY** must then register with CCR via the internet www.ccr.gov. Questions regarding the internet registration process may be directed to 1-866-606-8220 (follow the prompts for CCR). Both the DUNS number and registration in CCR are free of charge.

Note: It is THE AGENCY's responsibility to update their CCR registration annually or whenever a change occurs.

THE AGENCY's current DUNS No. is 804915221.

THE AGENCY's opportunity to enter into this Agreement with DEA and to receive the Federal funds expires on June 1, 2012.


THE ARIZONA DEPARTMENT OF PUBLIC SAFETY

By: 

Title: DEP DIRECTOR

Date: 5/31/12

Agency, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.

 5/29/12
Assistant Attorney General
Approved as to Form

DRUG ENFORCEMENT ADMINISTRATION

By: _____
Special Agent in Charge
Phoenix Field Division

Date: _____

SAC, please submit original signed LOA & associated paperwork to your Fiscal Office.

**DEA DIVISIONAL FISCAL CLERK MUST INPUT INTO UFMS
AND COMPLETE THE BOTTOM OF THIS SECTION**

ACCOUNTING CLASSIFICATION/OBLIGATION NO.; SLA-G2/001-I:
12/12/S1R/OM/7810000/SLA-G2/001-IB/DCE/OPS

CT No. _____

DP No. _____

UFMS INPUT DATE: _____, BY: _____

Fiscal, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.

Memorandum



Subject

Electronic Funds Transfer
(DFN: 601-13)

Date

May 4, 2012

To

All Domestic Cannabis Eradication/Suppression
Program (DCE/SP) Participating Agencies

From

L. Alan Bassham
L. Alan Bassham
Chief, Investigative Support Section

Funding for the Domestic Cannabis Eradication/Suppression Program (DCE/SP) is only available by electronic transfer. Funds will be transferred directly into the Letter of Agreement (LOA) agency bank account. In order to process electronic transfers the following information must be provided below:

Agency Name on Bank Account: State Treasurer Serving (PSA - Electronic Deposit)

Account Number: 252844498 (Checking)

Name of Bank/Financial Institution: Bank of America

Address of Bank/Financial Institution: 101 N. 1st. Ave, Phoenix, AZ 85003

Telephone Number of Bank/Financial Institution: 602-523-2196

Contact Person of Bank/Financial Institution: Aletia Ligon

Bank/Financial Institution ABA Number: 122101706

Chuck LeBlanc Acting Finance Mgr.

Authorized Agency Representative – Name & Title

[Signature]
Signature of Authorized Agency Representative

5-3-12
Date

(This original form and original Letter of Agreement Package must be returned to your regional contractor for processing. Please retain a copy for your records.)

REQUEST FOR ADVANCE OR REIMBURSEMENT

(See instructions on back)

OMB APPROVAL NO.

0348-004

PAGE

OF

1

2

PAGES

1. TYPE OF
PAYMENT
REQUESTED

a. "X" one or both boxes

☒ ADVANCE

☐ REIMBURSE-
MENT

b. "X" the applicable box

☐ FINAL

☐ PARTIAL

2. BASIS OF REQUEST

☐ CASH

☐ ACCRUAL

3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT
TO WHICH THIS REPORT IS SUBMITTED

DRUG ENFORCEMENT ADMINISTRATION

4. FEDERAL GRANT OR OTHER
IDENTIFYING NUMBER ASSIGNED
BY FEDERAL AGENCY

2012-03

5. PARTIAL PAYMENT REQUEST
NUMBER FOR THIS REQUEST

6. EMPLOYER IDENTIFICATION
NUMBER

7. RECIPIENT'S ACCOUNT NUMBER
OR IDENTIFYING NUMBER

86-6004791

8. PERIOD COVERED BY THIS REQUEST

FROM (month, day, year)

January 1, 2012

TO (month, day, year)

December 31, 2012

9. RECIPIENT ORGANIZATION

Name: Arizona Department of Public
Safety

Number and Street: 2102 West Encanto Blvd.

City, State and ZIP Code: Phoenix, AZ 85005

Name:

Number
and Street:

City, State
and ZIP Code:

1. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED

PROGRAMS/FUNCTIONS/ACTIVITIES	(a) Original Letter of Agreement	(b)	(c)	TOTAL
Total program outlays to date (As of date)	\$ 120,000.00	\$	\$	\$ 120,000.00
Less: Cumulative program income				0.00
Net program outlays (Line a minus line b)	120,000.00	0.00	0.00	120,000.00
Estimated net cash outlays for advance period				0.00
Total (Sum of lines c & d)	120,000.00	0.00	0.00	120,000.00
Non-Federal share of amount on line e				0.00
Federal share of amount on line e				0.00
Federal payments previously requested				0.00
Federal share now requested (Line g minus line h)	0.00	0.00	0.00	0.00
Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances	1st month			0.00
	2nd month			0.00
	3rd month			0.00

ALTERNATE COMPUTATION FOR ADVANCES ONLY

Estimated Federal cash outlays that will be made during period covered by the advance	\$
Less: Estimated balance of Federal cash on hand as of beginning of advance period	
Amount requested (Line a minus line b)	\$ 0.00

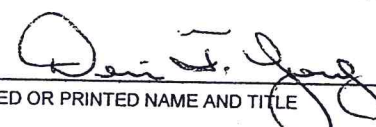
THORIZED FOR LOCAL REPRODUCTION

(Continued on Reverse)

STANDARD FORM 270 (Rev. 7-97)
Prescribed by OMB Circulars A-102 and A-110

knowledge and belief the data on the reverse are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested.

This space for agency use

		DATE REQUEST SUBMITTED 5/31/12
TYPED OR PRINTED NAME AND TITLE DENNIS F. YOUNG, DEP. DIRECTOR		TELEPHONE (AREA CODE, NUMBER AND EXTENSION) 602/223-2080

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

INSTRUCTIONS

Please type or print legibly. Items 1, 3, 5, 9, 10, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

Item	Entry	Item	Entry
2	Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.		activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page.
4	Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement.	11a	Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees.
6	Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency.	11b	Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement.
7	This space is reserved for an account number or other identifying number that may be assigned by the recipient.	11d	Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance.
8	Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested.	13	Complete the certification before submitting this request.
11e	The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.		
11	The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or		



U.S. Department of Justice
Office of Justice Programs
Office of the Comptroller

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connec-

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant,

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620--

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Grantee Name and Address:

Arizona Dept. of Public Safety, 2102 W. Encanto Blvd., Phoenix, AZ 85009

Application Number and/or Project Name

3. Grantee IRS/Vendor Number

2012-03

866-00-4791

Typed Name and Title of Authorized Representative

Robert C. Halliday, Director

Signature

6. Date



ASSURANCES

The Applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-87, A-110, A-122, A-133; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements - 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or 10. similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information may be required.
2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally - assisted programs.
3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.
5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to the right to examine all records, books, papers, or documents related to the grant.
7. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other 13. administrative requirements.
8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, 14. approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" 15. includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
11. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569 a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
12. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
13. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
14. It will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
15. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
16. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
17. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

Signature

Date

OVERTIME PAY REQUEST FORM

CASE NAME/OR NUMBER:

MONTH July 1-31 2012

ACTIVITY CODE

63886

FUNDING SOURCE: DEA

CURRENT DATE 8-6-12

INDEX CODE

COMPLETED BY:

PHONE:

PAGE # 1 OF

1

[illegible]

AGENCY/VENDOR NO/MAILCODE

Gila County SO

PO Box 311

Globe, AZ 85502

18660004440-030

Supervisor Signature:

Date _____

APPROVED BY:

Sgt. Steve Enteman

Date _____

Major Brian Wilcox

Date _____